

FILED

## IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

FIRST CENTURY BANK and  
J. MICHAEL WINCHESTER, - - - - -  
SUCCESSOR TRUSTEE,

Plaintiffs,

v.

HALLS MEMORY GARDEN, INC.,  
ESTATE OF GEORGE W. FORTNER,  
BEVERLY A. REYNOLDS,  
SANDRA J. STRINGFELLOW,  
LESLIE NEWMAN, in her capacity as  
Commissioner of the Tennessee Department  
of Commerce & Insurance, LOREN L.  
CHUMLEY, in her capacity as  
Commissioner of the Tennessee Department  
of Revenue, JAMES NEELEY, in his  
capacity as Commissioner of the Tennessee  
Department of Labor & Workforce  
Development, and FRANKLIN CREDIT  
SERVICES, INC.,

Defendants.

2009 APR 27 PM 4:07

HOWARD G. HOGAN

Docket No. 162401-1

**STATE OF TENNESSEE'S MOTION FOR REVOCATION OF THE  
CORPORATE CHARTER OF HALLS MEMORY GARDEN, INC.,  
THE SALE OF ITS ASSETS, AND THE RESOLUTION OF THIS CASE**

The State of Tennessee, through the Attorney General and the Commissioner of Commerce & Insurance, respectfully moves the Court as follows:

1. To revoke the charter/certificate of authority of Halls Memory Garden, Inc., ("Halls"), pursuant to Tenn. Code Ann. § 46-1-309; and
2. To transfer free and clear of all liens, for a nominal consideration, the cemetery property on which graves are located (the "Cemetery"), and any structures located thereon, to Fort Sumter Community Cemetery Corporation, a not-for-profit corporation formed by certain individuals having an interest in the Cemetery, either

through lot ownership or through having the remains of family members interred there. The not-for-profit corporation has been duly chartered in Tennessee with its intended purpose being to operate a community cemetery, providing grounds upkeep and maintenance, and permitting burials when proof of lot ownership is presented. The not-for-profit corporation does not intend to engage in the future sale of burial lots and will seek a community cemetery exemption from the Commissioner pursuant to Tenn. Code Ann. §46-1-106(b); and

3. To direct the successor receiver to transfer to Fort Sumter Community Cemetery Corporation, at no cost, all records relating to Halls Memory Gardens, Inc. and the cemetery; and
4. To transfer the balance (approximately \$3,426.67) in the merchandise and services trust account into the improvement care trust account to avoid further erosion of those funds through the trustee's payment of administrative expenses, with the improvement care trust account then transferring to the non-profit corporation; and
5. To transfer from the interest bearing account maintained by the Clerk and Master the \$50,000.00 in victims' restitution money, together with accrued interest, to be used first to correct the deficiency in the improvement care trust fund with the balance being made available to the non-profit corporation for community cemetery operating expenses. Due to the insufficiency of receivership assets, persons seeking reimbursement for pre-paid burial services and/or merchandise will receive no money, nor will any other general creditors; and
6. To sell through a real estate agent selected by the Clerk and Master the 3.17 acre tract titled to Halls, located adjacent to the Cemetery and encumbered by a trust deed in favor of Thomas P. and Barbara Sumter, with net sale proceeds being applied to delinquent Knox County property taxes, if an exemption is not obtained, and the

successor receiver's fees and expenses,<sup>1</sup> including repaying First Century Bank for the draw made by the successor receiver on the bank's \$15,000.00 line of credit to pay surveyor fees; and

7. To tax to the State the court costs (approximately \$9,000 to date), exclusive of any receivership fees and expenses construed as court costs and/or other discretionary costs or expenses, as such may not be imposed against the State under the doctrine of sovereign immunity; and
8. To hear this motion on Tuesday, May 19, 2009, beginning at 9:30 a.m., with the State providing actual notice of the hearing to counsel of record - Dean B. Farmer, E. Brian Sellers, Archie R. Carpenter, and Paula A. Flowers, and to all lot owners and receivership claimants by posting this entire motion and memorandum of law, with all supporting exhibits, on the Internet and by mailing a notice of hearing to all lot owners and receivership claimants for whom the successor receiver has provided names and addresses, providing an Internet website address where the entire pleading can be obtained, as well as providing an address and telephone number through which a copy of the entire pleading can be obtained upon request, and providing further notice in the Halls Shopper.

In support of this motion the State attaches hereto Exhibits A, B, C, D, and E, respectively being the Court's memorandum opinion of May 25, 2007, the charter of the not-for-profit corporation, the annual reports of Independence Trust Company for the improvement care trust fund and the pre-need merchandise and services trust fund for the calendar year beginning January 1, 2008 and ending December 31, 2008, the affidavit of Robert Gribble, and State's counsel's January 2, 2009 letter to the successor receiver regarding the propriety of transferring the merchandise and services account balance to the improvement care trust account and transferring the \$50,000.00 in victims' restitution money to the improvement care

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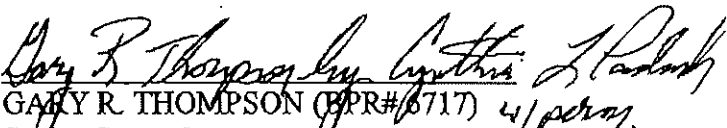
<sup>1</sup> Because counsel for the movant understand that the successor receiver intends to file a motion for payment of his fees and expenses, such payment will not be addressed otherwise in this motion but rather in the State's response to the successor receiver's anticipated motion.

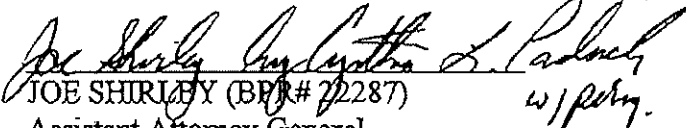
trust fund. Lot owners, receivership claimants, and other interested persons may view a copy of the motion, the exhibits, and the State's memorandum of law on the Internet at <http://funeral.tn.gov> and may call (615) 741-5062 to receive a copy of the documents by mail.

The State also submits herewith its memorandum brief.

Respectfully submitted,

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This motion is expected to be heard at 9:30 a.m. on Tuesday, May 19, 2009.

CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2009 a true and exact copy of the foregoing motion has been forwarded by electronic mail and by First Class U.S. mail, postage pre-paid, to:


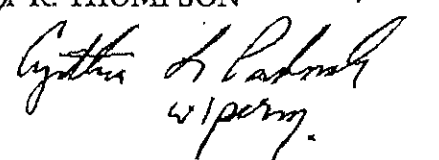
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A true and exact copy of pages 1 through 4 of the foregoing motion has also been forwarded by First Class U.S. mail, postage prepaid, to those lot owners and receivership claimants whose names and addresses have been provided to the State by the successor receiver, a listing of such individuals and their addresses being attached hereto and the entire motion and memorandum of law, with all supporting exhibits, has been posted on the Internet, along with an address and telephone number through which a copy of the entire pleading can be obtained upon request, on April 27, 2009, with additional notice to be given by publication in the Halls Shopper.

  
GARY R. THOMPSON  
  
w/perm.

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

PART I

**FIRST CENTURY BANK and  
J. MICHAEL WINCHESTER,  
SUCCESSOR TRUSTEE,**

**Plaintiffs,**

**VS.**

No. 162401-1

**HALLS MEMORY GARDEN, INC.,  
DON C. STRINGFELLOW, Personal Representative  
of the Estate of George W. Fortner, Deceased,  
BEVERLY A. REYNOLDS,  
SANDRA J. STRINGFELLOW,  
PAULA FLOWERS, in her capacity as Commissioner of  
the Tennessee Department of Commerce & Insurance,  
LOREN L. CHUMLEY, in her capacity as Commissioner of  
the Tennessee Department of Revenue,  
JAMES NEELEY, in his capacity as Commissioner of  
the Tennessee Department of Labor & Workforce Development,  
and FRANKLIN CREDIT SERVICES, INC.,**

**Defendants.**

MEMORANDUM OPINION

This matter is before the Court on the MOTION FOR LEAVE TO PROCEED WITH FORECLOSURE filed January 12, 2007, by Myron C. Ely, Trustee, and Thomas P. Sumter and wife, Barbara Sumter.<sup>1</sup> The movants seek leave of the Court to foreclose upon an undeveloped tract of 3.17 acres.

By order of this Court entered October 17, 2005, Halls Memory Garden, Inc., a

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<sup>1</sup>See addendum No. 1, "History of the Case."



cemetery, was placed in receivership.<sup>2</sup> The receiver is, in effect, ordered to take control of the cemetery and see to its management, care, preservation and operation. Among other problems, deficiencies exist in the cemetery's improvement care trust fund and its merchandise and services trust fund. Moreover, the cemetery has a shortage of operating funds. Additionally, the receiver has encountered a myriad of other problems ranging from mismanagement to instances where the same cemetery lot has been sold to two or more buyers. Once the receiver is able to sort through the cemetery's affairs, assets and liabilities, he contemplates selling the whole cemetery property so that the purchaser may continue to maintain and operate the cemetery in accordance with the terms of Tennessee's General Cemetery Act of 1968. The tract of 3.17 acres is part of the cemetery's assets.

The powers of cemetery companies in Tennessee to own land depend upon the General Cemetery Act. Tenn. Code Ann. § 46-2-101, *et seq.* The Act, at Tenn. Code Ann. §§ 46-2-101 & - - 104, empowers cemeteries to own land for one set of reasons - cemetery purposes. Tenn. Code Ann. § 46-2-101(a) & - - 104. The Act defines "cemetery purposes" as meaning "any and all things requisite or necessary for or incident or convenient to the establishment, maintenance, management, operation, improvement and conduct of a cemetery, the preparation of the premises for interment and the interment of the human dead, and the care, preservation and embellishment of cemetery property." Tenn. Code Ann. § 46-1-102(3). The Act defines the term, "cemetery," as

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<sup>2</sup>Dean C. Farmer, attorney at law, was appointed as successor receiver pursuant to order entered October 3, 2006.

meaning "any land or structure in this state dedicated to and used, or intended to be used, for interment of human remains." Tenn. Code Ann. § 46-1-102(1). The Act specifically disclaims any authorization for cemetery companies "to acquire any lands for the purpose of selling the same again or to engage in speculation in real estate." Tenn. Code Ann. § 46-2-104. A cemetery company may not sell, convey or otherwise dispose of lands that have been used by it for cemetery purposes. *Id.* The cemetery company may only sell land never used for cemetery purposes and which is not suitable or adapted to cemetery purposes or is found by the cemetery company to be unnecessary for cemetery purposes. *Id.* The Act provides:

**Sale of land not suitable or needed for cemetery purposes.**

– Cemetery companies owning lands never actually used by them for cemetery purposes, and which are not suitable or adapted to such purpose, or are found by them to be not needful for such purposes, are empowered to sell and convey or otherwise dispose of the same for secular or general uses; provided, that nothing in this section shall be construed to authorize such companies to acquire any lands for the purpose of selling the same again or to engage in speculation in real estate.

Tenn. Code Ann. § 46-2-104.

The tract of 3.17 acres adjoins the acreage already developed and used by the cemetery company in this case for cemetery purposes. The land is suitable for expanding the cemetery company's burial grounds. The land is needful for selling the whole cemetery property to a purchaser who will continue to maintain and operate the cemetery in accordance with the terms of the General Cemetery Act of 1968.

Under the Act, every cemetery company is required to "establish and forever maintain an improvement care trust fund . . . to provide for the improvement, care and



maintenance of such cemetery . . .” Tenn. Code Ann. § 46-2-302(a). The Act requires each cemetery company to make deposits into the trust fund maintained and established by it. Tenn. Code Ann. § 46-2-302(b). Each cemetery company must deposit specified amounts from the proceeds received by the cemetery company from the sale of lots, lawn crypts, and other items as well as from the sale of services for the care of lots, graves, crypts and other items. *Id.* The deposits of the cemetery company in this case are deficient. To remedy the deficiency, the Act authorizes the Court, after a hearing, to order “the seizure and sale of the cemetery company’s assets to the extent necessary to set up the improvement care trust as required.” Tenn. Code Ann. § 46-2-308. The Act also authorizes the Court, if it revokes the cemetery company’s charter or certificate of authority, to “order the sale of the whole company property after the improvement care trust fund has been set up, so that the purchaser of the cemetery may continue to maintain and operate it [the cemetery]” *Id.*

In addition to the above requirements for an improvement care trust, the Act requires every cemetery company selling pre-need sales contracts for merchandise and services to deposit an amount for each contract “equal to the procurement costs of the merchandise and services identified in the sales contract, plus twenty percent (20%) of such costs in a special general fund trust account in a state or national bank authorized by law to administer trust funds.” Tenn. Code Ann. § 46-2-403(a). With respect to a substantial deficiency in the merchandise and services trust fund, the Act authorizes the Court to “appoint a receiver to operate the cemetery or, if necessary, order the seizure and sale of the assets of cemetery company, to the end that the trust be made whole.” Tenn.

Code Ann. § 46-2-407(b).

As a part of this receivership proceeding, the Court has jurisdiction over the issue of how the cemetery can best be preserved. *See State, ex rel. Johnson v. Mount Olivet Cemetery Co.*, 834 S.W.2d 306, 310 (Tenn. Ct. App. 1992) (holding that “[w]hen the receiver entered into his duties and found the cemetery suffering from mismanagement, unable to pay its debts as they came due, with a substantial deficiency in its improvement care fund and a staggering tax obligation, the trial judge, as a matter of general law, had the discretion to decide how the cemetery could best be preserved.”) For cemetery purposes, the tract of 3.17 acres, which adjoins the cemetery development where lots have already been laid out and mostly sold, represents the cemetery’s most valuable asset for preserving the cemetery as a going concern. The tract of 3.17 acres has the greatest potential for the development and sale of additional lots. Most of the lots in the existing development have already been sold, some more than once, and represent no future source of revenue or profit for a purchaser willing to operate and maintain the cemetery. The adjoining tract of 3.17 acres, on the other hand, represents an untapped inventory for future sales by the cemetery.

The gravamen of the movants’ argument is that neither the General Cemetery Act nor general receivership law can be employed so as to impair the movants’ contractual rights under their purchase money trust deed. This Court agrees with the movants’ argument that a purchase money mortgage is generally entitled to a preference over all other claims or liens arising through the mortgagor. *See Guffey v. Creutzinger*, 984 S.W.2d 219, 222-24 (Tenn. Ct. App. 1998). However, the Act had been enacted long

before the movants obtained a trust deed or mortgage from the cemetery company. Tennessee's general receivership law, such as the case law of *State, ex rel. Johnson v. Mount Olivet Cemetery Co.*, cited above, had been in existence long before the movants obtained their trust deed. "It is well settled that laws affecting construction or enforcement of a contract existing at the time of its making form a part of the contract." *Cary v. Cary*, 675 S.W.2d 491 (Tenn. Ct. App. 1984). See *In re Liquidation of United American Bank of Knoxville, Tennessee*, 2000 WL 145078 (Tenn. Ct. Ap.. 2000) ("[a] statute that affects the construction, enforcement, or discharge of a contract becomes a part of that contract at its inception.").

The movants, by virtue of obtaining a trust deed or any other agreement, cannot insulate their collateral from the laws in place to preserve the cemetery. The Tennessee Supreme Court has stated:

"'Laws enacted from considerations of public concern, and to subserve the general welfare cannot be abrogated by mere private agreement.' *Recht v. Kelly*, 82 Ill. 147 [25 An. Rep. 301]."

*Shirley v. Shirley*, 181 S.W. 346, 347 (Tenn. 1944).

If permitted, mortgages or trust deeds could be easily used to remove cemetery assets from the application of laws in place for the public welfare. Insiders, as well as others, could use mortgages to remove the cemetery's assets from the body of law in place to insure that cemeteries will be maintained and preserved.

The movants, Thomas A. Sumter and wife, Barbara Sumter, are holders of an installment note from the cemetery company, Halls Memory Garden, Inc., secured by a trust deed on the tract of 3.17 acres. However, these movants are not strangers to the

cemetery company.

The cemetery, Halls Memory Garden, was previously owned and operated by the cemetery company, Greenfield Memorial Cemetery, Inc. On October 5, 1973, Charles Sumter and wife, Eula Sumter, gave an option to Greenfield Memorial Cemetery, Inc., for its purchase of the tract of 3.17 acres. However, somehow a general partnership, Greenfield Properties, including the movant, Thomas P. Sumter, but separate from the cemetery company, acquired the tract of 3.17 acres by warranty deed from Charles Sumter and wife, Eula Sumter, dated November 13, 1978, reciting that the deed was executed pursuant to the provisions of the option in favor of the cemetery company.

Charles Sumter, deceased, was the uncle of the movant, Thomas P. Sumter. Charles Sumter started the cemetery, then known as Greenfield Memorial Cemetery and now known as Halls Memory Garden, in 1955. Charles Sumter, after owning and operating the cemetery for several years, sold his interest in the cemetery to Thomas P. Sumter and Thomas P. Sumter's brother (Dean A. Sumter), brother-in-law (James T. Holsenback), and first cousin (John S. Hill), with each thereby owning 25% of the cemetery.

At the time that the partnership of Greenfield Properties acquired the tract of 3.17 acres, the partnership's four members were the same as the cemetery corporation's four shareholders, Thomas P. Sumter, Dean A. Sumter, James T. Holsenback and John S. Hill. At the hearing on February 21, 2007, Mr. Hill testified that he could not testify, without referring to the deeds, as to whether Greenfield Memorial Cemetery exercised the option. However, when the hearing resumed on March 27, 2007, Mr. Hill testified that the option

was never exercised by the cemetery company and that the cemetery company did not buy the tract of 3.17 acres because it lacked the necessary funds.

On January 1, 1982, Dean Sumter, John S. Hill and James T. Holsenback deeded their interests in the tract of 3.17 acres to the movant, Thomas P. Sumter. About this time, Thomas P. Sumter, when he retired from the business, "Sumter Brothers," traded his stock in that business to his brother and brother-in-law for their stock in Greenfield Memorial Cemetery and interests in Greenfield Properties. As of that time, Thomas P. Sumter owned 75% of the stock of Greenfield Memorial Cemetery until the cemetery was sold to Halls Memory Garden, Inc. Mr. Sumter's cousin, John S. Hill, owned the remaining 25%. Mr. Sumter and Mr. Hill managed the cemetery until it was sold.<sup>3</sup>

The real property owned by Halls Memory Garden, Inc., consists of four adjoining tracts. The tract of 3.17 acres constitutes one of the four tracts. The cemetery's real property includes another tract of 3.17 acres, which constitutes the original cemetery development, as well as two other tracts. The additional tract of 3.17 acres, constituting the original cemetery development, was conveyed to Halls Memory Garden, Inc., by warranty deed from Greenfield Memorial Cemetery, Inc., dated November 5, 1998, signed by Wade Reynolds, individually and as a shareholder and president of Greenfield Memorial Cemetery, Inc. The deed is also signed by Don C. Stringfellow, individually and as a shareholder and president of Greenfield Memorial Cemetery, Inc. The record before this Court is devoid of evidence as to the specific circumstances upon which Mr.

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<sup>3</sup>See Addendum No. 2, "Excerpts from Testimony of Thomas P. Sumter and John S. Hill." The testimony of Mr. Sumter and Mr. Hill is vague and equivocal as to when they sold the cemetery and its operation between 1993 and 1998.

Sumter and Mr. Hill apparently transferred their stock in Greenfield Cemetery, Inc., to Mr. Reynolds and Mr. Stringfellow. The spouses of Mr. Reynolds and Mr. Stringfellow, along with George Fortner, constituted the shareholders of Halls Memory Garden, Inc., the cemetery company presently before the Court.

As mentioned above, the real property of Halls Memory Garden, Inc., consists of the tract of 3.17 acres which is the subject of the movants' motion, the other tract of 3.17 acres which constitutes the original cemetery development, and two additional adjoining tracts. The other two tracts were transferred by the movants, Thomas P. Sumter and wife, Barbara H. Sumter, together with John S. Hill and his wife, Wanza C. Hill, to a corporation, Tennessee Management Systems, Inc., by warranty deed dated January 4, 1993. The corporation, Tennessee Management Systems, Inc., mortgaged back the two tracts to Mr. and Mrs. Sumter and Mr. and Mrs. Hill. The mortgage or trust deed from Tennessee Management Systems, Inc., dated January 4, 1993, shows that it was signed by Wade Reynolds, as president, and Don C. Stringfellow as secretary.

The original cemetery development of 3.17 acres, together with the two additional tracts of land, exclusive of the 3.17 acres which is the subject of the movants' motion, are encumbered by the trust deed from Halls Memory Garden, Inc., in favor of First Claiborne Bank (now known as First Century Bank) which forms the basis for the original complaint in this receivership. For clarity, all further references herein to the tract of 3.17 acres will mean the tract of 3.17 acres which is the subject of the movants' motion to foreclose, and not the other tract of 3.17 acres constituting the original cemetery development.

According to Mr. Sumter's testimony, by deposition, he and Mr. Hill sold the cemetery to Halls Memory Garden, Inc.<sup>4</sup> By warranty deed dated July 1, 1999, Mr. Sumter and his wife, Barbara Sumter, conveyed the tract of 3.17 acres to Halls Memory Garden, Inc. By deed of trust dated July 1, 1999, Halls Memory Garden, Inc., mortgaged back the tract of 3.17 acres back to Mr. and Mrs. Sumter to secure the installment note dated July 1, 1999, given by Halls Memory Garden, Inc., to pay for the property. Although the above warranty deed and trust deed are dated July 1, 1999, they were not acknowledged before notaries until August 2, 1999. John S. Hill, Mr. Sumter's cousin and business partner, notarized Mr. and Mrs. Sumter's signatures on the warranty deed. Beverly A. Reynolds, the secretary and a shareholder of Halls Memory Garden, Inc., notarized its execution of the trust deed. The warranty deed and trust deed were not recorded until August 25, 2000.

The purchase price for the tract of 3.17 acres was \$100,000.00. The cemetery company paid down \$1,500.00 and gave the above installment note for the balance of \$98,500.00. On the note indebtedness, the cemetery company paid \$1,301.68 on August 15, 2000, and \$1,952.00 on September 28, 2000. Although the cemetery company made no other payments on the installment note, the movants did not commence foreclosure proceedings until the spring of 2006.

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<sup>4</sup>As discussed herein, Trial Exhibit 2, which includes deeds for the cemetery's real property, shows that the four tracts constituting the real property of Halls Memory Garden, Inc., were not conveyed to it by one single conveyance and that the tract constituting the original cemetery development was conveyed to Halls Memory Garden, Inc., by Greenfield Memorial Cemetery, Inc., after the capital stock in Greenfield Memorial Cemetery, Inc., apparently had been transferred by Thomas P. Sumter and John S. Hill.

A threshold issue in this case may be simply stated as whether the tract of 3.17 acres, owned by the cemetery company, has been devoted to a public purpose as cemetery land subject to the Cemetery Act. As discussed below, case and statutory law in Tennessee indicate that the purchase of land by a cemetery company, in the business of selling lots to members of the public, gives rise to a dedication of the land to cemetery purposes.

The case of *Memphis State Line R. Co. v. Forest Hill Cemetery Co.*, 94 S.W. 69, concerned the question of whether a railroad company could condemn a right of way through the lands of a cemetery company even though the portion sought to be condemned had not been improved or used for burial purposes. *Memphis State Line R. Co. v. Forest Hill Cemetery Co.*, 94 S.W. 69, 70 (Tenn. 1906). The resolution of the issue depended upon the general rule that property already devoted to one public use cannot be condemned for another public use to the injury of the public use to which the land is already devoted. *Memphis State Line R. Co. v. Forest Hill Cemetery Co.*, 94 S.W. at 70-73. The case predates the enactment of the General Cemetery Act of 1968. Accordingly, the Tennessee Supreme Court looked to the cemetery company's charter to ascertain whether the land of the cemetery company was devoted to a public purpose. *Memphis State Line R. Co. v. Forest Hill Cemetery Co.*, 94 S.W. at 69-71. The cemetery company's charter provided that the cemetery company "shall have the power to purchase land, not exceeding 200 acres, . . . to be used as a cemetery or burying ground forever; to lay the same off into suitable avenues or walks and embellished with trees, shrubbery or flowers, subdivide the grounds into lots, suitable for graves, monuments, and vaults, and



sell the same . . . and all lots thus sold to purchasers shall forever be free from attachment or the levy of an execution . . . [with it being] the duty of the corporation to set apart twenty-five percent of all lots sold and to be denominated an improvement fund . . .”

*Memphis State Line R. Co. v. Forest Hill Cemetery Co.*, 94 S.W. at 70. The charter also provided that the land purchased had to be “situated not less than one mile from the corporation line of a town containing fifteen thousand inhabitants, nor less than two miles from the corporation line of a town containing a greater number of inhabitants . . .” *Id.*

Construing the above charter, the Tennessee Supreme Court found it to be “clear that when the incorporators of the [cemetery] company organized under the charter, and the company bought land pursuant to the powers vested, that land at once became dedicated to cemetery purposes, for the interment of the bodies of the dead and for the beautification of the grounds as a ministration to the sensibilities of the living.” *Id.*

The General Cemetery Act of 1968 contains provisions which read like the charter provisions construed by the Tennessee Supreme Court in *Forest Hill*. The charter provisions pertaining to “the power to purchase land, not exceeding two hundred (200) acres, to be used a cemetery forever” and “to subdivide the land into lots suitable for graves, monuments and vaults, and sell the same . . .” are embodied in Tenn. Code Ann. § 46-2-101(a). The charter provision for the creation of an improvement care trust fund may be found in Tenn. Code Ann. § 46-2-302. The charter provision exempting lots sold to purchasers from attachment or the levy of an execution is embodied in Tenn. Code Ann. § 46-2-102.

The General Cemetery Act of 1968 was enacted for purposes consistent with the

purposes of the charter in *Forest Hill*. This Court sees no reason to doubt that the Tennessee General Assembly enacted the General Cemetery Act to serve and protect the general welfare because of the importance to the public in preserving cemeteries from ruin. Public cemeteries exist as quasi-public utilities. *See Reed v. Knollwood Park Cemetery, Inc.*, 441 F. Sup. 1144, 1150 (E.D. N.Y. 1977) (discussing context in which New York's statute was enacted for requirement of cemetery trust funds for preservation, improvement and embellishment of cemetery grounds). Dangers and risks exist to the public from cemetery corporations draining cemeteries of their funds and abandoning them. *Id.* The provisions in the Act for judicial protection of the improvement care trust fund and the merchandise and services trust fund, by authorization of the Court to order the seizure and sale of the assets of the cemetery company to make either trust whole, including a sale under such terms that a purchaser may operate and maintain the cemetery, in effect, require that those provisions have priority over any security interest in any asset of the cemetery. *See Tenn. Code Ann. §§ 46-2-302; - - 308; - - 403 & - - 407. See Connolly v. State*, 406 S.E.2d 222, 224-25 (Ga. Ct. App. 1991) (holding that statute authorizing Secretary of State to levy execution upon cemetery assets and cemetery property and sell them in order to fund perpetual care trusts, in effect, granted a lien on cemetery assets and property which had priority over purchase money security interest.). As previously discussed, the above statutory provisions cannot be abrogated by private arrangements. Otherwise, private parties, for their own benefit and to the detriment of the public, could easily defeat such statutory provisions as well as the purpose of the General Cemetery Act of 1968.

There are two basic questions before this Court: (1) whether the provisions of the General Cemetery Act of 1968 for the sale of the cemetery company assets to replenish the perpetual care trust fund and the merchandise and services trust fund, as well as to preserve the cemetery, take priority over the movants' purchase money mortgage or trust deed and (2) whether the cemetery property may be mortgaged except to the extent of the proceeds from the sale of lots. Per the discussion above, this Court finds and concludes that the above provisions of the General Cemetery Act of 1968 have priority over the movants' trust deed. However, the second question warrants additional discussion.

The Tennessee Supreme Court's opinion, in *Forest Hill*, states:

... We do not think anything could be mortgaged, but the proceeds of the lots not devoted by the charter to the purpose of maintenance. The nature of the rights secured by the charter to lot owners is such as to forbid the mortgaging of anything else.

*Memphis State Line R. Co. v. Forest Hill Cemetery Co.*, 94 S.W. at 70.

This language, from the *Forest Hill* opinion, would indicate that case law, in Tennessee, limits the effect of a mortgage upon cemetery land to receivables or proceeds from the sale of lots. A state, by statute, may also prohibit the mortgaging of cemetery land. See *In re Provident General Corp.*, 33 B.R. 241, 243-244 (Bankr. Ct. W.D. La. 1983) (holding that state statute prohibited mortgagee from executing against even that portion of cemetery property where burials had not occurred). However, the authors in *Am.Jur.2d, Cemeteries* § 23, citing *Ross v. Glenwood Cemetery Ass'n*, 81 A.D. 357 (N.Y. App. 1903), state that "[a] foreclosure of a purchase money mortgage on cemetery property may be ordered where no interments have been actually made therein and no lots

have been sold for the purpose of making interments.” Am.Jur.2d, Cemeteries § 23 & n.4. The movants have relied upon the *Ross* case.

In *Ross v. Glenwood Cemetery Ass’n*, the New York intermediate court, relying on the applicable statutory law of the time (Laws 1871, p 829, c. 419), held that a purchase money mortgage given by a cemetery association to secure payment for land conveyed to the association is a valid obligation of the association and therefore is enforceable by foreclosure. 81 A.D. 357 (N.Y. App. 1903). The statute, at Laws, 1871, p. 829 c. 419, prohibited New York’s trial courts only from ordering “the sale by a cemetery association of real estate [when that property is being] used for *actual* interments.” *Ross*, 81 A.D. 357, 361. The Court recognized that a deed and a purchase money mortgage constitute an individual act and are “to be regarded as one instrument and construed as a conveyance upon condition of payment expressed in the mortgage.” *Id.* at 361.

Like the holding in *Ross*, New York currently “allows for the sale of land in which interments have not been made,” but with the condition “that said land is not otherwise used for ‘cemetery purposes.’” *Durante Bros. Constr. Corp. v. St. John’s Cemetery*, 33 A.D.3d 5, 8 (N.Y. App. 2006). In *Durante Bros. Constr. Corp. v. St. John’s Cemetery*, decided 103 years after *Ross*, the New York Intermediate Court rejected the argument that only cemetery lands in which interments have been made are protected from execution sales. *Durante*, 33 A.D.3d at 8-9. Instead, the Court held that New York’s current statutory law, Real Property Law § 450, also prohibits the sale under execution of “land actually used and occupied for cemetery purposes.” *Id.* The Court further held that

“[l]and used for ‘cemetery purposes’ encompasses land used for burials, as well as land held ‘in reserve’ for future burials even though no body has yet been interred therein. [Citations omitted].” *Id.* at 7.

In *Durante*, the Court was compelled to supply the definition of “cemetery purposes” in that there is no New York statute defining “cemetery purposes.” However, in Tennessee, “cemetery purposes” are defined. Tenn Code Ann. § 46-1-102 defines “cemetery purposes” as “*any and all things* requisite or necessary for or incident or convenient to the establishment, maintenance, management, operation, improvement and conduct of a cemetery, *the preparation of the premises for interment*, and the interment of the human dead and the care, preservation, and embellishment of cemetery property.” Tenn Code Ann. § 46-1-102(3) (2007) (emphasis added).

The New York *Durante* case involved a sale under execution as opposed to a sale under a purchase money mortgage as in this case. However, the *Durante* decision is based upon the Court’s statutory interpretation of the New York statute, Real Property Law § 450, which not only protects land “used for cemetery purposes” from sale under execution but also makes it unlawful to mortgage “land used for cemetery purposes” or “to apply it in payment of debts.” *Durante*, 33 A.D.3d at 7 *quoting* Real Property Law § 450(1).

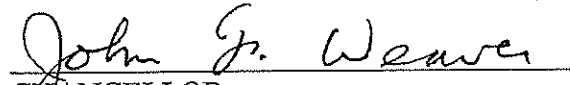
The 2001 *Durante* case appears to outweigh the 1903 *Ross* case as secondary authority. In light of the *Durante* holding, and Tennessee’s statutory definition of “cemetery purposes,” this Court finds that the persuasive value of *Ross* is considerably lessened.

Irrespective of the above discussion, no one in the proceeding before this Court appears to be taking the position that cemetery property cannot be mortgaged. Likewise, no party appears to be taking the position that the movants are not entitled to payment of their installment note. With the Court's conclusion that the movants' trust deed or mortgage is subordinate to the provisions of the General Cemetery Act of 1968, including the provisions for the sale of the cemetery property as a whole, this Court need not decide the issue of whether cemetery property may be mortgaged. This Court finds that the holding of the Georgia Court of Appeals, in *Connolly*, that the power of the Georgia Secretary of State to levy execution and sell cemetery assest and property to fund perpetual care trust has priority over purchase money security interests is more persuasive. *Connolly*, 406 S.E.2d at 224-25.

In summary, this Court finds and concludes that the trust deed in favor of Thomas P. Sumter and wife, Barbara Sumter, is subordinate to the provisions of the General Cemetery Act of 1968. More specifically, the Court further finds and concludes that the trust deed is subordinate to the Court's power under the General Cemetery Act of 1968 to order the sale of the property covered by the trust deed for the purposes of replenishing the improvement care trust fund and the merchandise and services trust fund as well as to preserve the cemetery. Accordingly, the Court will enter an order denying the MOTION of Myron C. Ely, Trustee, and Thomas P. and Barbara Sumter, filed January 12, 2007,

FOR LEAVE TO PROCEED WITH FORECLOSURE.

Signed this 25<sup>th</sup> day of May, 2007.

  
CHANCELLOR

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## **ADDENDUM NO. 1**

### **History of the Case**

First Century Bank commenced this action on October 8, 2004, by filing a complaint for judicial foreclosure upon the cemetery, Halls Memory Garden, situated in Knox County, Tennessee. As defendants, the bank named the cemetery corporation, individuals connected with the cemetery, the Commissioner of the Tennessee Department of Commerce & Insurance, the Commissioner of the Tennessee Department of Revenue, the Commissioner of the Tennessee of Labor & Workforce Development, and a judgment lienholder. On October 5, 2005, the Commissioner of the Tennessee Department of Commerce & Insurance ("Commission") filed a motion for the appointment of a receiver for the cemetery. On October 17, 2005, the Court entered an order placing the cemetery in receivership.

On May 22, 2006, the Commissioner filed a motion to bring in Myron C. Ely, trustee, and Thomas P. Sumter and wife, Barbara Sumter, as third party defendants. Mr. and Mrs. Sumter hold a purchase-money mortgage against the tract of 3.17 acres adjoining the cemetery development. Mr. Ely is the trustee with the duty of foreclosing the mortgage or trust deed. The Commissioner also filed a motion for a temporary injunction to prevent Mr. Ely and Mr. and Mrs. Sumter from foreclosing upon the tract of 3.17 acres. As stated in an agreed order entered June 5, 2006, Mr. Ely and Mr. Sumter consented to the Commissioner's filing of a third party complaint against them. The Commissioner filed her third party complaint on June 5, 2006, although the Court's file does not show a return of service upon the third party defendants. Prior to the

Commissioner's filing of her third party complaint, Mr. Ely had agreed to suspend the foreclosure upon the tract of 3.17 acres which had been scheduled for May 4, 2006, and adjourned to June 1, 2006. On or about May 19, 2006, the Commissioner registered a notice of lien lis pendens claiming, among other things, that her rights in the tract of 3.17 acres had priority over the rights of Mr. Ely and Mr. and Mrs. Sumter.

The Court scheduled a trial of the issues between the Commissioner and the third party defendants, Thomas P. Sumter and wife, Barbara Sumter, and Myron Ely, trustee, for July 18, 2006. However, the trial was continued upon a joint motion filed June 22, 2006, by the bank and the third party defendants. With the registration of the Commissioner's notice of lien lis pendens, the Commissioner, by order entered July 3, 2006, withdrew her request for a temporary injunction prohibiting the foreclosure by Mr. Ely and Mr. and Mrs. Sumter. On July 31, 2006, the Commissioner, Mr. Ely and Mr. and Mrs. Sumter filed a joint motion for approval of a settlement of their issues in controversy.

On September 20, 2006, the Court entered an agreed order entitled, "AGREED ORDER REGARDING 3.17 TRACT ON SALEM CHAPEL ROAD, KNOX COUNTY, ENCUMBERED BY DEED OF TRUST IN FAVOR OF THOMAS P. SUMTER AND WIFE, BARBARA SUMTER." In the agreed order, the parties recognized the encumbrance of the trust deed in favor of Thomas P. Sumter and wife, Barbara Sumter and also that the tract of 3.17 acres is an asset of the receivership. The agreed order further provided, in pertinent part, as follows:

... and that as such [the real property, as an asset of the receivership] should

be marketed and sold, if determined feasible by the Court, along and in conjunction with the remaining real property and improvements owned by the Defendant, Halls Memory Garden, Inc. It is agreed, however, that nothing contained herein shall preclude the Defendant from petitioning the Court to be released to foreclose the afore described real property, in the discretion of the Court.

It is acknowledged by the parties to this agreement that the aforescribed 3.17 acre tract is encumbered by a deed of trust dated July 1, 1999 by and between Halls Memory Garden, Inc. and Myron C. Ely, Trustee for Thomas P. Sumter and wife Barbara Sumter, of record in Instrument Number 200008250013846, in the said Register's Office for Knox County, Tennessee, and that it is not necessary at this time that determination be made by the Court as to the validity and priority of the aforementioned deed of trust, but should be reserved until such time as it is determined that there is in fact a conflict between the parties regarding such issues. In the interim and until such a determination by the Court, the terms and provisions of the aforescribed deed of trust shall remain unchanged and the same shall be entitled to the full protection of the laws of the State of Tennessee and the United States of America including the provision set forth in Page 2 of Instrument Number 200008250013846, it-wit: It is agreed between the parties hereto that the above indebtedness cannot be assumed without the written consent of the note holder and the sale of the within secured premises will cause the entire amount to become due at the option of the holder.

\* \* \*

On October 3, 2006, the Court entered an order appointing a successor receiver. On October 11, 2006, Myron C. Ely, trustee, Thomas P. Sumter and wife, Barbara Sumter, filed an objection to the entry of the order appointing the successor receiver. The thrust of the objection, insofar as pertinent to the matters presently before the Court, concerns the following two provisions:

\* \* \*

**3. CARVEOUT FROM PROCEEDS OF SALE FOR COMPENSATION.** The Successor Receiver shall be entitled to a carveout from the proceeds of the sale of the property owned by Halls Memory Garden, Inc. and/or of the cemetery formerly operated by it, of an amount up

to \$100,000.00, for payment of compensation of the Successor Receiver and his law firm, Hodges, Doughty & Carson, PLLC for services rendered in the receiverships which carveout shall have **priority over and be paid ahead of the lienholders on the property**, including First Century Bank and the Sumters, except for the Line of Credit authorized and approved herein.

**4. APPROVAL OF AND AUTHORITY FOR BORROWING ON LINE OF CREDIT FOR SUCCESSOR RECEIVERS EXPENSES.**

The Successor Receiver is hereby **authorized to borrow up to \$15,000.00 on a Line of Credit to be extended by Plaintiff, First Century Bank to the receiverships to fund out-of-pocket expenses** of the Successor Receiver in the receiverships, including but not limited to survey, appraisal, depositions (court reporter) and other expenses of reformation or other litigation, and expenses of preparation for sale of the properties of Halls Memory Garden, Inc. This **Line of Credit is hereby approved** by the Court and will be given **absolute priority and be paid first out of any proceeds of sale** of the properties of Halls Memory Garden, Inc. and/or the cemetery formerly operated by it, **prior to any other interests, including lienholders or the Successor Receiver himself.**

\* \* \*

On January 12, 2007, Mryon C. Ely, Trustee and Thomas P. Sumter and wife, Barbara Sumter, filed a motion for leave of Court to foreclose upon the tract of 3.17 acres. The Successor Receiver, the Commissioner, and the bank opposed the motion.

**ADDENDUM NO. 2**

**Testimony of Thomas P. Sumter**

BY MR. CARPENTER:

\* \* \*

Q. Did you at one time own any interest in the cemetery?

A. Yes.

Q. Do you know about when that was?

A. Before we sold it out to - - no, I don't remember what year.

\* \* \*

Q. Did you ever operate the cemetery at all?

A. Operate it, no. But I have went up there when people died and marked off the grave where to be buried at and everything.

\* \* \*

BY MR. SELLERS:

Q. Maybe it would be easier if I showed you this tax map.

A. Who was the people's name with that company?

Q. There would be a fellow named Charles Wade Reynolds, and Don Stringfellow. they were the principals of Tennessee Management Systems.

A. I know both of them, but I don't know the name of the corporation.

Q. What happened in about 1993 with the cemetery?

A. I don't know.

Q. Had you all been running it up until that point in time?

- A. I had. I would run up there every night.
- Q. Did somebody take over managing it for you?
- A. No.
- Q. So when did you stop working out there at the cemetery?
- A. Whenever I sold it to them.
- Q. Which time?
- A. I ain't sold it but one time. I can't think of the man's name, the one that died.
- Q. Fortner?
- A. Fortner.
- Q. So you don't recall a transaction before selling it to Fortner?
- A. No.
- Q. Do you recall when the name of the cemetery changed to Halls Memory Garden?
- A. Whenever they bought it.
- Q. It wasn't before?
- A. No. They changed the name.
- Q. Let me let you take a look at that tax map. Maybe that will refresh your recollection.
- A. Okay.
- Q. You see on there where it says Greenfield Memorial Cemetery?
- A. How big a tract is that?
- Q. I believe the one that says Greenfield Memorial Cemetery may have been 3.17.

- A. All right. The one behind the same tract we are talking about now?
- Q. Well, the one to the side is the one that we are talking about now.
- A. Where is the one we are talking about now?
- Q. Well, I believe it's this one here right in the curve. There is the curve of the road. Here is the cemetery. Here are the other two tracts that the bank has a lien on, this one and this one back here. And then this is one beside it that you have got a lien on the best I can tell. Does that refresh your recollection about these other transactions?
- A. We didn't sell nothing to nobody until we sold that to Halls Memory Garden.
- Q. Can you explain how these things would \_have got in the record otherwise?
- A. Who did John Hill sell that to?
- Q. Say that again.
- A. Who did John Hill and his wife Wanza sell that to?
- Q. We believe these two tracts right here are the ones I'm talking about that John and Wanza Hill and you and your wife sold to Tennessee Management Systems. This one was the main cemetery tract, and then you kept the title to the 3.17 over to the side.
- A. Who is Tennessee Management Systems?
- Q. I believe that is Wade Reynolds and Don Stringfellow,
- A. Well, we may have. I'm not sure. I don't remember the names of everything that we sold, but we did own that. And who we sold it to, I can't tell you.
- Q. Were they out there working the cemetery from about 1993 on?
- A. When did they buy it? What date did they buy it?
- Q. Well, Halls Memory Garden didn't become the record owner until

1998.

A. No, they weren't working nothing.

Q. So between 1993 and 1998 you were working it the whole time?

A. Yes.

Q. Was anybody working for you out there?

A. No. A neighbor helped me mow it. He's dead now. Did we make them a warranty deed to carry a note on it?

Q. Yeah, that's what I was just showing you. Let me make sure we are on the same page on this. On this next to the last page of what I'm showing you here on this warranty deed, there's some signatures. Do you recognize your signature on that?

A. Yes.

Q. Do you recognize your wife's signature?

MRS. SUMTER: Yes.

MR. SELLERS: Well, ma'am, I'm asking him.

MR. CARPENTER: We will say it is.

THE WITNESS: Yeah.

BY MR. SELLERS:

Q. And do you recognize John and Wanza Hill's signature?

A. Yes, I do.

Q. So you can't dispute that that transaction occurred the way it's stated in that warranty deed?

A. No, I can't, but I don't remember. What happened is Halls Memory Garden may have had -well, I know they had an option on it. When it came time to sell they said we are going to pass it into so and so's name, and we put it in it for them. I'm sure it went to -- well, I'm not



sure either. Wade Reynolds and Don Stringfellow, really they didn't have nothing to do with the cemetery. Their wives are the ones whose names are on that deed and stuff and all.

Q. And I don't dispute that along from about 1998 on that's the way it was. But I'm kind of confused about what happened between 1993 and 1998, because on the record it appears that an outfit called Tennessee Management Systems owned some of the property out there and worked the cemetery up until somewhere between '95 and '98.

A. There wasn't nothing like that done that I know of.

Q. Were you still a shareholder or an owner in Greenfield Memorial Cemetery, Inc., the corporation?

A. Yes.

Q. All the way up until when the property sold?

A. Yes. I owned 75 percent of it. My brother and brother-in-law got out when I retired.

Q. Did you ever appoint or have Wade Reynolds or Don Stringfellow act as officers for you in that corporation?

A. I didn't even know them then.

Q. Okay. At any time when you didn't know them did they act as corporate officers for you?

A. Not from us, because when we sold it we 'didn't have no corporation.

\* \* \*

BY MR. FARMER:

Q. Just so I get it straight, what is your recollection of when you sold Greenfield out?

A. I just don't remember.

BY MS. BAKER:

- Q. Mr. Sumter, we have one question.
- A. I'm Marnee Baker. I'm with the attorney general's office. As far as when you were involved with the Greenfield Cemetery, do you know who was the manager while you were there?
- A. I was.
- Q. You were. So you managed on-site or the contracts that you would have with customers?
- A. Yes. John Hill was too.
- Q. Was John Hill the treasurer, or was he some other capacity?
- A. I don't remember what I was or what he was.
- Q. Okay.
- A. But he was there. He would sell lots and check the space where somebody needed to be buried or something if I wasn't able to, if I was busy.
- Q. So it was you and John Hill?
- A. Yeah.
- Q. And at that point it was just you two, right, the others were all gone?
- A. Well, I guess. I don't know what point this is.
- Q. Okay.
- A. At the time when the transfer from Greenfield Memorial to George Fortner, was it just you two, you and John Hill?
- A. Yes, I think that's right.
- Q. That would have been in 1998 you think?
- A. I guess somewhere around there. I don't know.

MS. BAKER: Thank you.

Dep. Transcript, February 19, 2007, Thomas P. Sumter, pp. 16-18, 28-33, 49 & 53-54.

**Testimony of John S. Hill**

BY MR. SELLERS:

\* \* \*

Q. Do you recall when the closing on the property wit Halls Memory Garden took place in 1998?

A. I don't really remember any specifics about it, but the documentation dates are - -

MR. SELLERS: If I've not moved those into evidence, again, I apologize for cluttering the record, but since he specifically referred to those, I would like to make those as the next exhibit.

THE COURT: That will be received as Exhibits 11 - -

COURT OFFICER: Eleven would be Warranty Deed. Twelve would be Deed of Trust.

THE COURT: - - and 12.

MR. SELLER: And fortunately, that's how they're numbered on the stipulation as well.

THE COURT: All right.

(Exhibit Nos. 11 and 12 marked.)

Q. (BY MR. SELLERS) I started to ask you if you recall the closing of Halls Memory Garden in 1998. Do you remember that?

A. No specifics. I don't remember.

\* \* \*

Q. Did you have any involvement with the management of the cemetery when you were a co-owner?

A. Yes.

Q. What did you do?

A. I did the bookkeeping.

Q. What -- when do you recall that function, or any involvement with the management of the cemetery your stopping that and it being taken over by someone else, if ever?

A. All I remember was that, you know, it was sold, somebody else took over, and I never heard another word from it.

Q. Would that be in 1993 or 1998?

A. Have to be -- I'd have to go back -the time period here is a little fuzzy, so I can't -whenever Wade Reynolds took over, we were gone, whenever that was.

Q. And we looked at documents a moment ago that said Tennessee Management Systems, you gave a deed to them, and you took a Deed of Trust back in 1993?

A. That would have been it, then.

Q. All right. What was your understanding as to the existence of Greenfield Memorial Cemetery, Inc. at that point in time? Did it continue, or were all the rights of Greenfield Memorial Cemetery, Inc. transferred over to Tennessee Management Systems?

MR. CARPENTER: I object to that question, Your Honor. It -- I don't know what he's talking about, what kind of rights he's talking about that would transfer, or what kind of transfer he's talking about. I don't think it's clear. I object to the form.

THE COURT: Okay, can you rephrase and clarify?

MR. SELLERS: I will attempt, Your Honor.

Q. (BY MR. SELLERS) You indicated that you stopped being involved in the management of the cemetery at the time it was sold to Wade Reynolds.

A. Right.

Q. And you indicated earlier that you were an officer and co-owner of Greenfield Memorial Cemetery, Inc., correct?

A. I think we were all officers, but I'm not positive about that.

Q. All right. You indicated that that ended at the time you sold the property to Wade Reynolds. Do you recall anything being done to wrap up or stop the existence of Greenfield Memorial Cemetery Inc., or did it continue on?

A. What Wade did, I have no idea.

Q. Okay. So did you consider that to be, then, in their hands?

A. Yes.

Q. Okay. And do you know of your own knowledge whether the name Greenfield Memorial Cemetery continued out there at the cemetery property for some time after that?

A. I would assume so.

Q. Do you remember when it changed to Halls Memory Garden?

A. I do not. I had no contact with them at any time thereafter.

Tr. Transcript, February 21, 2007, John S. Hill, pp. 84-85, 89-91.

BY MR. CARPENTER:

\* \* \*

Q. And just to save time, you were one of the owners of this cemetery at one time, correct?

A. Yes.

Q. And the original cemetery property, Greenfield Memorial Gardens, were you ever an owner of that?

A. As an individual, no . It belonged to the corporation.

Q. You bought it as - - you bought the corporation it's owned by?

A. Yes, it belongs to the corporation.

Q. Okay. How long did you and the - - your other shareholders, after you got involved, how long was it operated approximately, do you know?

A. I'm a little lost for time from beginning to end.

Q. Oh, okay.

A. I couldn't really say.

\* \* \*

Tr. Transcript, March 27, 2007, John S. Hill, p. 57.

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Fort Sumter Community Cemetery Corporation

THE HARGETT  
SECRETARY OF STATE

The undersigned person, having authority and capacity as Incorporator of a corporation organized under the Tennessee Nonprofit Corporation Act, as amended, adopts the following Charter for the above-named corporation ("Fort Sumter Community Cemetery Corporation" hereafter FSCCC):

1. The name of the corporation is "Fort Sumter Community Cemetery Corporation."
2. The corporation is a public benefit corporation.
3. The corporation is NOT a religious corporation.
4. The street address and zip code of the initial registered office of FSCCC is 7626 Breckenridge Lane, Knoxville, TN 37938, and the county in which the initial registered office is located is Knox County, Tennessee. The initial registered agent in the registered office is Barbara Woodall.
5. The name and address of the Incorporator is Barbara Woodall, 7626 Breckenridge Lane, Knoxville, Knox County, TN 37938.
6. The street address of the principal office of the corporation in the State of Tennessee is 7626 Breckenridge Lane, Knoxville, Knox County, TN 37938.
7. The corporation is not for profit.
8. The Corporation is organized exclusively for the following purposes within the meaning of Section 501(c)(13) of the Internal Revenue Code of 1986, as amended, or any corresponding section of any future federal tax code (the "Code"):
  - a. To provide for the perpetual care of the Fort Sumter Community Cemetery located at 4828 Salem Church Road, Knoxville, Knox County, Tennessee pursuant to the provisions of Tenn. Code Ann. § 46-7-101 *et seq.* by administering and providing fiduciary services for the Fort Sumter Community Cemetery Improvement Care Trust, a trust created to provide for the perpetual care of Fort Sumter Community Cemetery; and
  - b. To contract with other organizations, for profit or nonprofit, with individuals and with governmental agencies in furtherance of such purposes; and
  - c. To engaged in such other activities, exercise such other powers and privileges, take such other actions and carry out such other purposes as may be authorized by the Charter of FSCCC and that are permitted to be carried on by

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TRE HARGETT  
SECRETARY OF STATE

an entity exempt from Federal taxation under Section 501(c)(13) of the Code, and Tenn. Code Ann. § 46-7-101 *et seq.*

Notwithstanding any other provisions of this Charter to the contrary, the following restrictions shall apply to the purposes, operations, and activities of FSCCC:

- a. The purposes of FSCCC shall in all events be consistent with the requirements of Section 501(c)(13) of the Code, of all applicable regulations issued thereunder; and of a nonprofit community cemetery corporation under the corporation laws of the State of Tennessee.
- b. No part of the net earnings of FSCCC shall inure to the benefit of, or be distributable to, its directors, officers, employees or other private persons, except that FSCCC shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions reasonably in furtherance of the purposes set forth herein;
- c. No part of the activities of FSCCC shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and FSCCC shall not participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Code; and
- d. Notwithstanding any other provisions of this Charter, FSCCC shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(13) of the Code, or by a nonprofit corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

10. FSCCC will not have members.

11. The duration of FSCCC is perpetual.

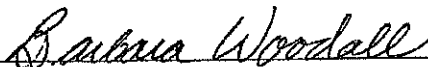
12. Upon the dissolution of FSCCC, after paying or making provision for the payment of all liabilities and obligations of FSCCC, the assets of the Corporation shall be distributed to the improvement care trust fund of the Fort Sumter Community Cemetery, for its perpetual care and improvement. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction in Knox County, Tennessee.

13. Subject to paragraphs 8 and 9 of this Charter, full control and management over the activities and affairs of FSCCC shall be vested in the Board of Directors. The number and terms of the directors of FSCCC shall be such number as from time to time shall be fixed by the Bylaws, as amended, of the Corporation.



14. A director of FSCCC shall not be personally liable to FSCCC for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to FSCCC, (ii) for acts of omissions not in good faith, (iii) for unlawful distributions under Tenn. Code Ann. § 48-58-304. If the Tennessee Nonprofit Corporation Act is amended to authorize corporation action further limiting or eliminating the personal liability of directors, then the liability of directors of FSCCC shall be thus eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as so amended.
15. FSCCC shall be exempt, pursuant to Tenn. Code Ann. § 46-1-106(a)(5) from the registration and related requirements otherwise imposed on cemetery corporations, as may be duly authorized and approved by the Tennessee Department of Commerce and Insurance, Division of Burial Services.
16. FSCCC shall not be operated for profit and no funds of FSCCC are to be used directly or indirectly to compensate a sales contractor, sales manager or promoter of the Fort Sumter Community Cemetery.

Dated this 6th day of April, 2009.

  
 Barbara Woodall, Incorporator  
 7626 Breckenridge Lane, Knoxville, TN 37938

This instrument prepared by:  
 Paula A. Flowers, Esq.  
 112 Mockingbird Lane  
 Oak Ridge, TN 37830

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IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

FIRST CENTURY BANK and  
J. MICHAEL WINCHESTER,  
SUCCESSOR TRUSTEE,

Plaintiffs,

v.

HALLS MEMORY GARDEN, INC.,  
ESTATE OF GEORGE W. FORTNER,  
BEVERLY A. REYNOLDS,  
SANDRA J. STRINGFELLOW,  
LESLIE NEWMAN, in her capacity as  
Commissioner of the Tennessee Department  
of Commerce & Insurance, LOREN L.  
CHUMLEY, in her capacity as  
Commissioner of the Tennessee Department  
of Revenue, JAMES NEELEY, in his  
capacity as Commissioner of the Tennessee  
Department of Labor & Workforce  
Development, and FRANKLIN CREDIT  
SERVICES, INC.,

Defendants.

Docket No. 162401-1

AFFIDAVIT OF ROBERT GRIBBLE

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Robert Gribble, first being duly sworn according to law, makes oath as follows:

1. That I am the Executive Director for the Burial Services Section of the Tennessee Department of Commerce and Insurance, Division of Regulatory Boards, and I make the following statements of my personal knowledge based on my review of examination reports and other records maintained by my office.

2. That for Halls Memory Garden, Inc., the balance in the improvement care trust account is \$74,368.03 and the deficiency is \$29,922.68. The balance in the pre-need merchandise and services trust is \$3,426.67 and the deficiency is \$38,341.75.



Further affiant saith not.

Robert B. Gribble

ROBERT GRIBBLE

Sworn to and subscribed before me this 27<sup>th</sup> day of April, 2009.

Delores Wilson

Notary Public

My commission expires: Nov 7, 2012



My Commission Expires NOV. 7, 2012



# ANNUAL REPORT OF TRUSTEE On Improvement Care Fund

STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
BURIAL SERVICES  
500 JAMES ROBERTSON PARKWAY, SECOND FLOOR  
NASHVILLE, TN 37243-1145  
Office: 615-741-5062 and Fax: 615-532-1903  
[www.state.tn.us/commerce/boards/funeral](http://www.state.tn.us/commerce/boards/funeral)

NOTE: This report is due fortyfive (45) days after the close of each fiscal YEAR of the cemetery company. Mail to the address above.

For the fiscal year beginning January 1, 2008 and ending December 31, 2008.

## I. GENERAL INFORMATION

1. Name and location of Cemetery: Halls Memory Garden Improvement Care Trust 4828 Salem Church Road Knoxville, TN 37938
2. Name and address of company which owns this cemetery: David S. Clark 166 Fairbanks Oak Ridge, TN 37830
3. Name and address of trustee of Improvement Care Fund: Independence Trust Company P.O. Box 682188 Franklin, TN 37068 325 Bridge Street Franklin, TN 37064
4. Contact person regarding this report: Cindy Foree Telephone: 615-591-0044

## II. STATEMENT OF CHANGES IN TRUST FUND PRINCIPAL (Based on Cost)

1. Beginning Balance	\$69,455.90
2. Additions:	
a. Payments received from cemetery company: (Schedule VI)	\$0.00
b. Other additions: (Please explain using a separate sheet)	\$0.00
3. Distributions under the "5% rule"	\$0.00
4. Deductions: (Please explain using a separate sheet)	\$0.00
5. Net Capital gain (Loss):	\$0.00
6. Ending Balance:	\$69,455.90

## III. ASSETS OF TRUST FUND PRINCIPAL AT END OF REPORTING PERIOD

	COST	MARKET
1. Cash & Equivalents	\$69,455.90	\$69,455.90
2. Equities	\$0.00	\$0.00
3. Fixed Income	\$0.00	\$0.00
4. Real Estate	\$	\$
5. Loans:		
a. Mortgages	\$	\$
b. Other _____ (explain)	\$	\$
6. Other _____ (explain)	(\$	\$)
7. Liabilities	\$	\$
8. Total Principal:	\$69,455.90	\$69,455.90

(OVER)

EXHIBIT

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#### IV. STATEMENT OF INCOME

- |   |                   |                   |
|---|-------------------|-------------------|
| 1. Undistributed balance from last period:                |                   | <u>\$3,428.92</u> |
| 2. Add income received from investments →                 | <u>\$2,703.42</u> |                   |
| 3. Less:  |                   |                   |
| a. Distributions to cemetery                              | <u>\$0.00</u>     |                   |
| b. Trustee's expenses                                     | <u>\$-735.99</u>  |                   |
| c. Other deductions (please explain using separate sheet) | <u>\$-484.22</u>  |                   |
| 4. Net additions (or deductions)                          |                   | <u>\$1,483.21</u> |
| 5. Balance at the end of this period                      |                   | <u>\$4,912.13</u> |
- Interest, cash dividends, net rental income, unexercised options premiums distributed, and capital gains if applicable

#### V. ANSWER THESE QUESTIONS

- |   |                              |  |
|---|------------------------------|--|
| 1. Have there been any sales, exchanges, or leases of any property between the trust and the cemetery company, any owner of an interest in the cemetery company, or relative of any such persons? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 2. Are there any loans by the trust or fixed income obligations due to the trust which are classified as uncollectable or are in default as of the close of the fiscal year of the trust?         | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 3. Has the trust at any time held twenty percent (20%) or more of its assets in any single security, debt, mortgage, parcel of real estate, or partnership/joint venture interests?               | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 4. Has the trust at any time engaged in any transactions or series of related transactions involving twenty percent (20%) or more of the current value of the trust?                              | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 5. Were there any purchases of nonpublicly traded securities by the trust, the value of which was set without an appraisal by an independent third party?   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

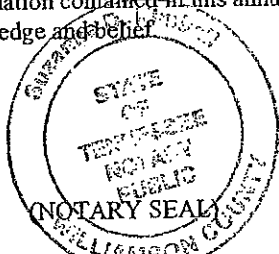
#### VI. MEMORANDA FOR RECONCILIATION

List all deposits to the improvement care trust fund received from the cemetery during this period.

DATE/AMOUNT	DATE/AMOUNT	DATE/AMOUNT	DATE/AMOUNT

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

I, Cindy Foree, duly elected and serving as Trust Officer of Independence Trust Company, trustee of the improvement care fund above named and described, being first duly sworn, do hereby state that the information contained in this annual report and all related schedules is true and correct to the best of my knowledge and belief.



Cindy Foree, Trust Officer  
(Trustee Signature)

Sworn to and subscribed before me this 12<sup>th</sup> day of February 2009

My commission expires: 7/21/2010

Notary's Signature:

Suzanne D Kimball

Halls Memory Garden  
Annual Report of Trustee on Improvement Care Fund  
January 1, 2008 to December 31, 2008  
Supporting Schedules

PART II - Line 2b. Other Additions

\$ 0.00

PART II - Line 4. Deductions

\$ 0.00

Part IV - Line 3c. Other deductions

Tax Preparation Fee	\$325.00
Fund Subaccounting Fee	\$ 20.22
State Income Tax	<u>\$139.00</u>
<b>Total</b>	<b>\$484.22</b>



**TRUSTEE'S ANNUAL REPORT**  
On Cemetery Company's  
**MERCHANDISE & SERVICES TRUST**  
STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
BURIAL SERVICES  
500 JAMES ROBERTSON PARKWAY, SECOND FLOOR  
NASHVILLE, TN 37243-1145  
Office: 615-741-5062; Fax: 615-532-1903  
[www.state.tn.us/commerce](http://www.state.tn.us/commerce)

NOTE: This report is due seventy-five (75) days after the close of each FISCAL YEAR of the cemetery company. Mail the completed form to the address above.

For the fiscal year beginning January, 1 2008 and ending December 31, 2008.

**I. GENERAL INFORMATION**

**1. TRUSTOR**

- A. Cemetery company name: Halls Memory Garden Inc. Preneed  
B. Cemetery company address: 4828 Salem Church Road Knoxville, TN 37938  
C. Trust identification (style & number) Halls Memory Garden Improvement Care Trust Account #23385

**2. REPORTING INSTITUTION**

- A. Name: Independence Trust Company  
B. Address: P.O. Box 682188 Franklin TN 37068-2188 325 Bridge Street Franklin, TN 37064  
C. Trust Officer: Philip Nannie  
D. Information Contact:  
E. Phone Number: 615-591-0044

**II. STATEMENT OF CHANGE IN TRUST FUND (Based on Cost)**

1.	Beginning Balance		<u>\$4,133.24</u>
2.	Additions:		
a.	Payments received from cemetery Company (Schedule III)		<u>\$0.00</u>
b.	Other (explain)		<u>\$0.00</u>
3.	Investment Earnings		<u>\$120.01</u>
4.	Deductions:		
a.	Distribution to cemetery company for delivered / cancelled M&S		<u>\$0.00</u>
b.	Withdrawal pursuant to "120% rule"		<u>\$0.00</u>
c.	Other Total		<u>\$-826.58</u>
	Other (fiduciary fees)	<u>\$-500.04</u>	
	Other (miscellaneous fees)	<u>\$-326.54</u>	
	Other (federal income tax)	<u>\$0.00</u>	
	Other (state income tax)	<u>\$0.00</u>	
	Other (federal estimated tax)	<u>\$0.00</u>	
5.	Ending Balance		<u>\$3,426.67</u>

(OVER)

### III. MEMORANDA FOR RECONCILIATION

List all deposits to the improvement care trust fund received from the cemetery during this period.

DATE/AMOUNT	DATE/AMOUNT	DATE/AMOUNT	DATE/AMOUNT

### IV. ASSETS OF TRUST FUND AT END OF REPORTING PERIOD

	COST	MARKET
1. Cash & Equivalents	<u>\$3,426.67</u>	<u>\$3,426.67</u>
2. Equities	\$	\$
3. Fixed Income	\$	\$
4. Real Estate	\$	\$
5. Loans:	\$	\$
a. Mortgages	\$	\$
b. Other _____ (explain)	\$	\$
6. Other _____ (explain)	(\$	\$)
7. Total:	<u>\$3,426.67</u>	<u>\$3,426.67</u>

### V. TRUSTEE'S CERTIFICATION

STATE OF TENNESSEE  
COUNTY OF **WILLIAMSON**

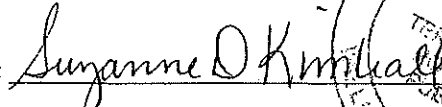
I, **Philip Nannie**, duly elected and serving as **Senior Vice President** of **Independence Trust Company**, trustee of the improvement care fund above named and described, being first duly sworn, do hereby state that the information contained in this annual report and all related schedules is true and correct to the best of my knowledge and belief.

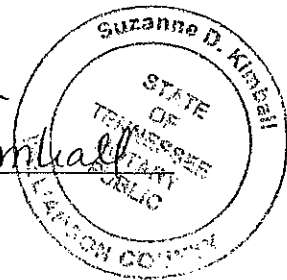
  
(Trustee Signature)

(NOTARY SEAL)

Sworn to and subscribed before me this 11<sup>th</sup> day of March 2009.

My commission expires: 7/21/2010

Notary's Signature: 





STATE OF TENNESSEE

Office of the Attorney General



ROBERT E. COOPER, JR.  
ATTORNEY GENERAL AND REPORTER

MAILING ADDRESS

P.O. BOX 20207  
NASHVILLE, TN 37202

CORDELL HULL AND JOHN SEVIER  
STATE OFFICE BUILDINGS

TELEPHONE 615-741-3491  
FACSIMILE 615-741-2009

January 2, 2009

Via Facsimile (865) 292-2321 and U.S. Mail

Dean B. Farmer, Esq.  
Successor Receiver for Halls Memory Garden, Inc.  
Hodges, Doughty & Carson, PLLC  
P.O. Box 869  
Knoxville, TN 37901-0869

Re: *First Century Bank and J. Michael Winchester, Successor Trustee, v. Halls  
Memory Garden, Inc., et al.*, Knox Chancery Court No. 162401-1

Dear Dean:

In your November 17, 2008 letter to me you advised that at the November 14 hearing the Court was made aware of the cemetery property's not selling at auction, and that some Halls Community members were exploring the formation of a non-profit entity to care for the cemetery. I understand that if those plans come to fruition burials would still be permitted but no sales of burial plots would be made. Bobbie Woodall has requested a meeting with individuals from Burial Services and this Office to discuss such a plan and that meeting is scheduled for January 9.

You also stated in your letter that Chancellor Weaver has asked for some assistance from this Office – a clarification of the legal obligations regarding certain funds. My understanding is that the Court has asked specifically:

1. Whether under its statutes the State will permit a transfer of the approximately \$3,500.00 in the merchandise and services trust account to the improvement care trust account, to avoid further depletion of those funds through payment of administrative costs.

EXHIBIT

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2. Whether there is authority for the legislatively allocated \$50,000.00 in victims' restitution to be transferred from the Clerk and Master's possession to the improvement care trust account, to help fund the proposed non-profit's operation of the cemetery.

On December 1, 2008 I sent to you an email in which I requested answers to the following five questions:

1. If the approximately \$3,500.00 in the merchandise and services trust account is transferred to the improvement care trust account, how will the cemetery honor any remaining prepaid contracts, if it is committed to doing so?
2. If a non-profit entity is formed to care for this cemetery, but no more burials will be allowed, what is to become of the 3.17 acre tract that was to be sold with the cemetery?
3. What is the plaintiff bank's position on the non-profit's plans? Will the non-profit entity take the cemetery property free and clear of the bank's mortgage lien?
4. Can you provide me with a copy of the grant agreement between the Administrative Office of the Courts and the Clerk and Master regarding the \$50,000.00 made available under the appropriations legislation?
5. If the \$50,000.00 is paid into the improvement care trust account, will other victims of the cemetery operators be precluded from asserting independent rights to a portion of that sum?

I have not had a response to that email and without the requested information I cannot fully address the Court's questions.

The \$50,000.00 is provided for by the appropriations act, 2008 Tenn. Pub. Acts ch. 1203, at Section 12, Item 20, page 61:

Item 20. In addition to any other funds appropriated by the provisions of this act, there is appropriated the sum of \$50,000 to the Administrative Office of the Courts for the sole purpose of making a grant in such amount to establish a victim restitution pilot project for individuals defrauded in Knox County through the purchase of cemetery plots or other cemetery services. Such pilot program shall be administered by the Clerk and Master of the Chancery and Probate Court of Knox County.

It would seem that whether the \$50,000.00 may be transferred to the improvement care trust account, rather than parceled out among the individual victims, would be controlled by the legislation and any corresponding grant agreement. My understanding from phone calls to both the Office of the Clerk and Master and the Administrative Office of the Courts is that no grant agreement exists. The plain language of the legislation authorizing the \$50,000.00 for victim

restitution purposes would then control. Although the legislation does not refer to the ongoing cemetery receivership, it would be reasonable to administer the funds through the receivership, since the appropriations act calls for a "victim restitution pilot program," to be administered by the Clerk and Master. It also seems reasonable that the Clerk and Master would seek court approval for any restitution program that might be proposed, and that notice and an opportunity to be heard should be given to the parties and other persons interested in the receivership litigation. It would especially seem reasonable that any persons who have filed claims in the receivership that have not received full satisfaction should be given notice and an opportunity to be heard, as they might consider themselves "victims" for whom the funds are intended. At the same time, however, the legislation's plain language does not guarantee that any particular "victim" or class of victims will receive all or a portion of the \$50,000.00, and the General Assembly appears to have left the decision making to the discretion of the Clerk and Master.

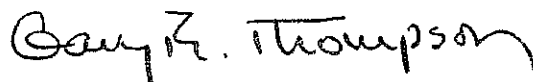
Because the cemetery statutes require an improvement care trust fund for the purpose of maintaining a cemetery into the future, a transfer of the \$50,000.00 into the improvement care trust fund for the Halls cemetery would seem reasonable under the appropriations act. Although the funds are not compensating the monetary losses of any single person who might have been wronged, they would be making restitution to the trust fund itself, which is for the general purpose of maintaining the cemetery in perpetuity in a manner that shows appropriate respect for the dead. Restitution to the trust fund thus makes restitution to "all" of the victims with an interest in the Halls cemetery.

Whether the State would support transferring the \$50,000.00 to the improvement care trust fund would depend, of course, on who would control the cemetery after the transfer and other relevant facts and circumstances. In general terms, however, such a transfer seems legally permissible under the language of the appropriations act.

If you can provide me with responses to my questions, I will try to give a more thorough response to the issues raised by the Court.

I look forward to hearing from you.

Very truly yours,



Gary R. Thompson  
Senior Counsel  
(615) 741-3756

Cc: Honorable Howard G. Hogan, Clerk and Master  
E. Brian Sellers, Esq.  
Archie R. Carpenter, Esq.

Ms. Bobbie Woodall  
Mr. Robert Gribble  
Adrian Chick, Esq.

**Charmane Brantley**  
**8419 Wood Rd**  
**Corryton, TN 37721**

Ruth N. Brewer  
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**Brandon Hill**  
**4329 Doris Circle**  
**Knoxville, TN 37918**

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Sherri Annete Hill  
6837 Texas Valley Rd.  
Knoxville, TN 37938

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% Angela Cook  
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Herbert & Tonya Webb  
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Angela Major  
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A. Wayne Fielden  
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**Helen Goins**  
**3853 Light Pink Rd**  
**Louisville, TN 37777-3311**

Wayne & Elizabeth Earney  
6504 Old Maynardville Pike  
Knoxville, TN 37918

**Joyce Hurst**  
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**Knoxville, TN 37938**

Robert & Lana Faubion  
3404 Fairway Drive  
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**Curtis R. Hutchison**  
**8424 Carr Lane**  
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212 Beard Valley Road  
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**Ray & Carolyn Jones**  
**P.O. Box 777**  
**Wise, Va 24293**

Crystal D. Hutchens  
8020 Asheville Highway  
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Don & Ruth Lauderdale  
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Knoxville, TN 37918

Danny Jones  
4723 McCloud Road  
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**Carl Lesse**  
**Autumn Sliger**  
**7413 Maverick Lane**  
**Corryton, TN 37721**

Terry Jones  
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Knoxville, TN 37938

**Lula Tuggle Luther**  
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**Knoxville, TN 37914**

Betty Edmondson  
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Knoxville, TN 37938

**Donald & Betty Moore**  
**235 Thompson Lane**  
**Jonesborough, TN 37659-7231**

**Donald Ray LuAllen**  
**704 Hollywood Rd**  
**Knoxville, TN 37919**

**James Nelson Purdom, Jr.**  
**James Nelson Purdom, III**  
**5800 Central Ave. Pike**  
**Knoxville, TN 37912**

Virginia Meyers  
7848 Morris Road  
Knoxville, TN 37938

**Laurie Renegar  
230 Beechwood Ln  
Clinton, TN 37716**

**Ronald & Barbara Price  
637 E. Copeland Dr  
Powell, TN 37849**

**Franky and Tammy Slagle  
8027 Clapps Chapel Rd  
Corryton, TN 37721**

**Marsha Roark  
4813 Elder Rd  
Knoxville, TN 37912**

Alyce Pickens Spitzer  
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Knoxville, TN 37918

**James Rosembaum, Jr.  
8009 Wrigley Rd  
Lyles, TN 37098**

Bruce & Norma Thompson  
2909 Miller Road  
Powell, TN 37849

**Roland & Bea Slaton  
2617 Western Road  
Knoxville, TN 37938**

Carlie E. Warwick  
8101 Marsala Lane  
Knoxville, TN 37938

**Ms. Bertha Stalsworth  
9106 Andersonville Pike  
Powell, TN 37849**

**James and Debbie Ray**  
**8539 Asheville Hwy**  
**Knoxville, TN 37924**

Michael Tipton, Sr.  
3504 Martin Luther King Avenue  
Knoxville, TN 37914

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**Luttrell, TN 3779**

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Linda Stooksbury  
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Fred & Carolyn Shumate  
4820 McCloud Rd.  
Knoxville, TN 37938

Michael & Nellie June Oakley  
1900 Matthew Ln.  
Knoxville, TN 37923

Noah & Tracy Smith  
5326 Ft. Sumter Rd.  
Knoxville, TN 37938

**Starla Hartless**  
**6200 Handley Lane**  
**Knoxville, TN 37921**

**Christopher Pate**  
**7407 Dawn Ridge Ln.**  
**Knoxville, TN 37918**

Beulah Pratt  
7209 Old Clinton Pike #502  
Knoxville TN 37921

James & Arnie Keck  
5932 Babley Rd.  
Knoxville, TN 37924

James McFatter (P)  
1917 E. Emory Road  
Knoxville TN 37938

**Verlin Ownby**  
**310 Brushy Valley Rd**  
**Powell, TN 37849**

Billy & Nancy Wright  
271 Highridge Ct.  
Maynardville, TN 37807

William & Mary Vance  
8621 Ruggles Ferry Pike  
Straw Plains, TN 37871

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**PO Box 70906**  
**Knoxville, TN 37938**

Donald & Donna Corum  
114 Hubbs Grove Rd.  
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**Charles Evins**  
**304 Jana Ct**  
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Paul & Roxie Anderson  
4316 Felty Drive  
Knoxville, TN 37918

Calvin D. & Lisa Goins  
3104 Tee Lane  
Knoxville TN 37918

Joseph & Barbara Catlett  
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Knoxville, TN 37938

James & Betty Pierce  
1911 Woodbine Avenue  
Knoxville TN 37917

**Barbara Evins**  
**8777 Corryton Rd, Lot 51**  
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Karen D. Pack (P)  
6931 Wood Rd.  
Corryton TN 37721

Dorothy Darst  
8122 Jim Wolfe Rd.  
Corryton TN 37721

Nathan & Sandra Masters  
2133 Sandra Drive  
Knoxville TN 37918

Larry & Crystal Jones  
8725 Stanley Road  
Knoxville TN 37938

Roy Hensley  
4605 Dewey Way  
Knoxville TN 37918

Paul E. & Lucy B. Clark  
5315 Windingbrooke Ln.  
Knoxville TN 37918

**Melissa Seymour  
2908 Carbine Lane  
Knoxville, TN 37918**

**Alice Maples  
5724 Sawyers Green Trail  
Seymour, TN 37865**

**Raymond & Shirley Miller  
161 Dogwood Trail  
Maynardville, TN 37870**

**Melvin Finley  
8539-A Old Jacksboro Pike  
Knoxville TN 37938**

**John & Rita Staley  
8009 Schroeder Rd  
Powell, TN 37849**

**Terry Howard  
7737 Pump House Way  
Knoxville TN 37938**

**Larry & Kimberly Dunsmore  
8130 Pelleaux Road  
Knoxville TN 37938**

**Bobby & Charlotte Varner  
1101 CR 480  
Thrall TX 76578**

**Bobby Barnes  
8423 Old Maynardville Hwy.  
Knoxville TN 37938**

**Robert & Dixie Vineyard  
286 Agus Xing  
Corryton, TN 37721**

**John & Wanza Hill  
5308 Pleasant Gap  
Powell, TN 37849**

**Mark & Latasha Bingham  
3900 E. Inskip Rd  
Knoxville, TN 37921**

**Kenneth & Hattie Koker  
4911 W. Beaver Creek Dr  
Powell, TN 37849**

**Steve & Terry Rose  
7240 Brickley Lane  
Knoxville, TN 37918**

**Taylor & Peggy Cook  
c/o Theresa Mower  
8020 Pelleaux Road  
Knoxville, TN 37938**

**J.T. & Lula Williamson  
4200 Kingdom LN.  
Knoxville, TN 37938**

**Glennis Chambers  
803 Heniretta Drive  
Knoxville, TN 37912**

**Louis & Jennifer Johnson  
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**Connie & Fred Grable  
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Knoxville TN 37938**

**Vincent & Freda Bird  
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Family of Weldon Dale Cleveland  
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**7905 Shoffner Lane**  
**Knoxville, TN 37938**

Herrell & Beverly Varner  
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**5341 Ft. Sumter**  
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**For Richard Summers**  
**6418 Keck Rd.**  
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**Archie Lee Thomas  
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**Don & Rebecca Crippen  
5704 Tell Mynatt Road  
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C/o David Woodall  
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**Charles & Rebecca Elleman  
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**Janet Beeler  
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**Emory Ellison  
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**Pat Williams  
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**Hugh & Pauline Wilder  
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**Bobbie Mynatt  
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**Anthony Masters  
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**David Humphrey  
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R. Hamilton, & John Hamilton  
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